IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

CIVIL WRIT No. 2274 of 2007

MAKHHAN SINGH
V/S
STATE BANK OF INDIA & ANR.

Mr. RAKESH MATORIA, for the appellant / petitioner

Date of Order : 17.5.2007

HON'BLE SHRI N P GUPTA,J.

ORDER

Heard learned counsel for the petitioner and perused the documents annexed with the writ petition.

It was contended that vide Annex.2, the petitioner was given No Objection Certificate, notwithstanding that the amount is claimed to be outstanding.

I have considered the submission and find that in Annex.2, all that was mentioned was that the petitioner has sold the tractor, and has deposited the proceeds in the bank, and therefore, the bank had no objection if the tractor is sold, obviously meaning thereby that the lien of the bank over the tractor was over, but then it does not even purport to certify that the account of bank has been squared up. Then Annex.3 is the notice given to the petitioner, calling him upon to make payment of outstanding amount mentioned therein. This is dated 6.1.2007, and then on 10.1.2007, notice was published in the local newspaper giving list of the defaulters, and informing that they

should make payment, otherwise property would be attached, this is dated 10.1.2007. Obviously, before that, vide Annex.3, the petitioner had been informed the outstanding amount. In this background, according to the petitioner, a notice was sent by the petitioner through his counsel on 19.1.2007 being Annex.5, calling upon the bank to issue a contradiction, as the bank vide communication dated 7.6.2004 had given out that entire amount of the bank had been deposited, and nothing is due.

It may be observed that this communication dated 7.6.2004 is nothing else than Annex.2, regarding which observations have already been made above. It is again a different story that in para-7 of the writ petition, it is pleaded that the copy of the notice alongwith the postal receipt is being produced as Annex.5, but then no postal receipt has been produced.

Then learned counsel referred to me to Annex.6 and 7, submitting that the petitioner asked to the bank time and again, as to why he is being given notices repeatedly, despite the communication dated 7.6.2004. Thus, in substance, the petitioner means to stand on the stand, that vide Annex.2, it was certified that entire amount has been paid, and nothing is due, still he is being called upon to make payment. On the other hand, as noticed above, this is not the effect of Annex.2, inasmuch as, even at the cost of repetition, it may be observed that Annex.2 does not purport to certify the account to have been squared up.

In that view of the matter, I do not find any ground to interfere in favour of the petitioner. The writ petition is, therefore, dismissed summarily.

(N P GUPTA),J.

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